

**(“Attachment A”)**

**Amendment No. 11**

**Second Round of Negotiation Sessions**

**New Questions and Answers submitted prior to request for Best and Final Offer**

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Question No. 1: What benchmarks are being used to determine commodity allocations to each vendor?

**Answer No. 1:** Allocate the percentage of USDA available commodities to be proportional to the % of total meals projected by vendor.

Question No. 2: How will values of commodity product be determined. Will product be Net off invoice or straight commodity "Brown Box"?

**Answer No. 2:** Commodity product will be allocated as an Net Off Invoice (NOI) item available through broadline distributor and the DoD FFAVORS produce distribution program which direct ships to each site. We will not be purchasing any brown box product this year.

Question No. 3: How will DCPS account for the ability of vendors to receive and store commodity product? Are vendors expected to pay a percentage of storage and transport fees?

**Answer No. 3:** The burden of costs associated with donated USDA product is the responsibility of the recipient agency.

Question No. 4: Will vendors be given input on future commodity allocations?

**Answer No. 4:** OFNS has independently allocated the value for the 2012/2013 school year in the best interest of the as a result of the uncertainty surrounding the solicitation and impending deadlines for placing orders. In the following school years, OFNS will make determinations of entitlements based on the most advantageous position for the District and through consultation with receiving agencies. However, OFNS has reserved the rights and ownership to final approval of all entitlements and will allocate funds in the District's best interest.

Question No. 5: What commodities have you ordered for 2012-13?

**Answer No. 5:** Commodities have not yet been ordered, they will be submitted by each respective due date.

Question No. 6: When do you anticipate those commodities arriving?

**Answer No. 6:** USDA this year will be purchased as a diversion; no "brown box" direct shipments of donated product will be made, there is no delivery date beyond what is pulled from the distributors. Brown box/direct shipments will resume in following school years. An allocation of funds will be made available through the DoD FFAVORS produce system

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**which will allow vendors to receive domestic produce shipped to each school directly using USDA commodity entitlements.**

Questions No. 7: Do you intend on receiving and storing these commodities for use by your vendors?

**Answer No. 7: The receiving and storage of all donated product is the responsibility of the vendor.**

Question No. 8: Only the SFA can direct the commodities to an approved commodity processor. Who in your organization has been directing and ordering your commodities? Can we have a phone conference with them?

**Answer No. 8: The Operations Manager is responsible for all USDA donated product. Phone conferences are not permitted, all questions are published for all vendors via formal amendment.**

Question No. 9: In regards to the feedback on LUNCH MENU, "it is inadequate to show compliance with the reimbursement requirement of serving a dark green or orange vegetable at least 3 days per week." (page 1) and the question "Will vendors ensure that lunch reimbursement requirements are met by providing dark green or orange vegetables a minimum of 3 days per week.", as a vendor we request clarification from DCPS on why this is necessary. The requirement for 3 green/orange per week is currently prescribed under the Healthy Schools Act which references this standard as part of HUSSC Gold. The new HUSSC Gold requirements for 2012 that were recently published changes the way vegetable subgroups should be offered in light of new subgroups being expected as part of NSLP baseline, as imposed by the Healthy Hunger Free Kids Act. New HUSSC Gold standards state that the requirement is to "Offer two additional servings weekly from any of three vegetable sub-groups (dark green, red and orange, dry beans and peas)" beyond what is required by HHFA. The bid menu submitted by my company will meet the vegetable subgroup requirements under HHFKA as well as the *new HUSSC Gold* standard requirements; therefore, why would it be necessary to follow the current HUSSC 3 green/orange standard which will be outdated for 2012-2013

**Answer No. 9: Using the guidelines from the sections of the RFP- NSLP mandates the following:  
(1) total veg per day by volume, (2) minimum each type of veg per week by volume  
(3) any veg type can be used to fill in the remainder**

**DCPS guidelines stipulate no more than 2 servings starchy veg per week**

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**The additional requirement of dark green or orange vegetable served 3 times per week flows from State Agency additional reimbursement rules.**

Question No. 10: If the addition of the 8 sites drives up the cost per meal of the other 26 sites, do we reflect that change in our Best and Final Offer? And change the pricing for all schools?

**Answer No. 10: Yes, you would reflect the cost in your BAFO. You would determine if you would need to change the pricing for all schools, keeping in mind you are in a competitive solicitation environment and DCPS is seeking the most cost effect pricing from the most responsive and responsible vendors. Remember you should still submit a separate proposal for the 8 schools as part of your Best and Final Offer.**

Question No. 11: If the addition of the 8 sites creates the need for a minimum number of sites to be served by my company do we indicate that in our Best and Final Offer?

**Answer No. 11: Yes, if that's what you determine, again, keeping in mind you are in a competitive solicitation environment, and each school is evaluated independently base on the technical and price scores.**

Question No. 12: At our meeting on May 1<sup>st</sup>, it was stated that DCPS would provide written clarity around the requirement for the Historical Data. This is in regards to question # 62 that you submitted to us. We have not been provided that clarification as of yet.

**Answer No. 12: With regards to your question about the below subject matter specifically "Historical Data". This question is specifically addressing prior work with other government agencies. It is asking you to list contracts between 3 to 5 years with all the below information as indicated. The part I remember the confusion was on was proposed contract and delivered contract. This means work that you've competed for as well as contracts you were awarded and performed under.**

3.3 **Other Historical Data:** All offerors with current or past experience (within three to five years) for similar requirements, as described herein, must submit, as a part of their cost data, the following:

- (a) Contract Number.
- (b) Government agency (federal, state, District, municipal) the contract was awarded by.
- (c) Name and phone number of the Contracting Officer.
- (d) Name and phone number of the Contract Administrator.
- (e) Name and phone number of the Contracting Officer's Representative (if applicable) and the Contract Administrator.
- (f) Period of Performance of the Contract.

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(g) Total amount of contract(s)

In addition to the above data, the following table (No. 3.6) will be completed and submitted with the cost data:

**Table (3.6)**  
**Format for Historical Data**

	Proposed Contract			Delivered Contract *		
	NumberOf Hours**	Contract Value	Average Hr Rate	Number Of Hours**	Contract Value	Average Hr Rate
Direct Labor						
Loaded Labor***						

\* Should include any increased scope officially added to contract.

\*\* If provided different number of hours, the difference should be explained.

\*\*\* Loaded labor should include all loading and profit. If significant material (i.e., greater than 5%) is included in the contract, data shall be presented both with and without material cost.

In addition, any other data the offeror believes is necessary should be provided in this section.

*Note: For data submitted in the above table for “delivered Contract”, the Offeror shall indicate the date as of which, the submitted data is current.*

**Question No. 13:** Could you please provide clarification in regards to the Displaced Workers Act. Please clarify, a contractor who gains a contract for a new school must hire the employees at their current rate of pay and fringe benefits identified in the prior CBA?

**Answer No. 13:** Respondents should review the Displaced Workers Act to determine their specific obligations under the act. The wage determination applies to services covered under this RFP. You should consult with your legal counsel regarding compliance with the applicable legal requirements.

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Question No. 14: In the event the vendor offers a benefit package less than the vendor benefit package required by the collective bargaining agreement, how does the vendor make up for the difference in the benefit package?

**Answer No. 14:** Certain legal requirements are applicable to the services covered by this RFP including the Displaced Worker's Act (DC Code 32-101) and federal Service Contract Act 41 U.S.C 41-351 et seq. We suggest the vendor consult with its own legal counsel regarding the applicability of any legal to its operations.

Question No. 15: How does the vendor handle the discipline policy of the collective bargaining agreement if it differs from the vendor's current policy?

**Answer No. 15:** This question is best answered by the vendor's own legal counsel.

Question No. 16: Do the changes to the solicitation deem a material change?

**Answer No. 16:** No material change.

Question No. 17: Can you please send a copy of the current CBA and labor schedule by building?

**Answer No. 17:** See attachments J.40- Listing of Employees of the Collective Bargaining Agreement between Chartwells School Services and Teamsters Local 639 and J.41- The Collective Bargaining Agreement (CBA) between Chartwells School Services and Teamsters Local 639.

Question No. 18: With respect to the DC Workers Protection Act, how should an FSMC bid schools with non-union workers? Would it be possible for us to get a list of those individuals by building that accept health benefits and whether they elected single, employee +1, or family benefits?

**Answer No. 18:** See attachments J.40- Listing of Employees of the Collective Bargaining Agreement between Chartwells School Services and Teamsters Local 639 and J.41- The Collective Bargaining Agreement (CBA) between Chartwells School Services and Teamsters Local 639.

Question No. 19: If the benefits package offered is more than what an employee currently has, how does the vendor adjust the wage to make it equal?

**Answer No. 19:** Certain legal requirements are applicable to the services covered by this RFP including the Displaced Worker's Act (DC Code 32-101) and federal Service Contract Act 41 U.S.C

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41-351 et seq. We suggest the vendor consult with its own legal counsel regarding the applicability of any legal to its operations.

Question No. 20: Can you please describe the process for the renewal years?

Answer No. 20: See the revised section F.2 Option To Extend The Term of the Contract.

Delete F.2.1 and insert:

F.2.1 The District may extend the term of this contract for a period of four (4) one-year] option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least one hundred twenty days (120) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the one hundred twenty days (120) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. Should there be a need to negotiate the agreed upon option year contract amount, the contractor will be notified via the preliminary one hundred twenty day (120) notice prior to exercising an option year term.

Question No. 21: Can you please send a copy of the current CBA and labor schedule by building?

Answer No. 21: See attachments J.40- Listing of Employees of the Collective Bargaining Agreement between Chartwells School Services and Teamsters Local 639 and J.41- The Collective Bargaining Agreement (CBA) between Chartwells School Services and Teamsters Local 639.

Question No. 22: Would it be possible for us to get a list of those individuals by building that accept health benefits and whether they elected single, employee +1, or family benefits?

Answer No. 22: See attachments J.40- Listing of Employees of the Collective Bargaining Agreement between Chartwells School Services and Teamsters Local 639 and J.41- The Collective Bargaining Agreement (CBA) between Chartwells School Services and Teamsters Local 639.

Question No. 23: Would DC consider an alternative proposal without Biodegradable items?

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**Answer No. 23:** No.

Question No. 24: If the addition of the 8 sites drives up the cost per meal of the other 26 sites, do we reflect that change in our Best and Final Offer? And change the pricing for all schools?

**Answer No. 24:** Yes, you would reflect the cost in your BAFO. You would determine if you would need to change the pricing for all schools, keeping in mind you are in a competitive solicitation environment and DCPS is seeking the most cost effect pricing from the most responsive and responsible vendors. Remember you should still submit a separate proposal for the 8 schools as part of your Best and Final Offer.

Question No. 25: If the addition of the 8 sites creates the need for a minimum number of sites to be served by RF, do we indicate that in our Best and Final Offer?

**Answer No. 25:** Yes, if that's what you determine, again, keeping in mind you are in a competitive solicitation environment, and each school is evaluated independently base on the technical and price scores.

Question No. 26: How does the Displaced Workers and CBA impact the pilot contractors existing employees?

**Answer No. 26:** Respondents should review the Displaced Workers Act to determine their specific obligations under the act. The wage determination applies to services covered under this RFP. You should consult with your legal counsel regarding compliance with the applicable legal requirements.

Question No. 27: If the DOL Prevailing Wage Rate Certification is higher than what they currently pay their existing employees do you have to pay the difference? Or does DOL Prevailing Wage Certification, DC Code and CBA only apply to new employees hired?

**Answer No. 27:** Respondents should review the Displaced Workers Act to determine their specific obligations under the act. The wage determination applies to services covered under this RFP. You should consult with your legal counsel regarding compliance with the applicable legal requirements.

Question No. 28: And, will the pilot contractors be able to retain its existing employees and pay them at the rates as certified by DOL or will they have to terminate their current food service employees and hire the individuals under the current CBA?

**Answer No. 28:** Respondents should review the Displaced Workers Act to determine their specific obligations under the act. The wage determination applies to services covered under



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**this RFP. You should consult with your legal counsel regarding compliance with the applicable legal requirements.**

Question No. 29: Is the Chartwells contract accessible via the Freedom Of Information Act? Vendor is interested in the parameters of the Chartwell's contract.

**Answer No. 29: Yes, with the exception of restricted and confidential information to be determined by the DCPS FOIA Officer.**

Question No. 30: One additional question in regards to these 8 schools – may we bid on just one of the 8?

**Answer No. 30: The bidding of any of the schools is your choice.**

Question No. 31: How does the vendor handle the discipline policy of the collective bargaining agreement if it differs from the vendor's current policy?

**Answer No. 31: Certain legal requirements are applicable to the services covered by this RFP including the Displaced Worker's Act (DC Code 32-101) and federal Service Contract Act 41 U.S.C 41-351 et seq. We suggest the vendor consult with its own legal counsel regarding the applicability of any legal to its operations.**